

**REQUEST FOR PROPOSAL
STATE OF INDIANA
ELECTRONIC IEP SYSTEM**

This is a Request for Proposal (RFP) issued by the Indiana Department of Education (IDOE). This RFP is seeking to select a vendor that can satisfy the State's need for the provision and implementation of a statewide, web-based Individualized Education Program (IEP) system which is compliant with federal (Individuals with Disabilities Education Act) and state (Article 7) special education laws.

TIMETABLE

The following dates are set forth for informational and planning purposes; however, the IDOE reserves the right to change the dates.

Issue RFP	April 20, 2010
Deadline to Submit Written Questions	April 30, 2010
Submission of Intent to File	May 7, 2010
Closing Date for Receipt of Proposals	June 18, 2010
Oral Presentations from Finalists	July 21, 2010
Completion of Contract Negotiations & Begin Contract Process	September 1, 2010
Begin Development of Electronic IEP System	September 20, 2010
Delivery of Electronic IEP System	May 11, 2011

PURPOSE

The purpose of this RFP is to select a vendor that can provide a new IEP case management solution. This electronic IEP system is envisioned as a service to Indiana educators who serve students with special education needs ages 3-22. IDOE expects that this system will easily accommodate eventual expanded use by educators and medical professionals who serve all, not just special education, students. IDOE will accept proposals from both custom solution providers and providers who already have a product in the marketplace. After the closing date for receipt of proposals, IDOE will evaluate how closely each proposed solution meets the requirements laid out by the IDOE to conform to IDOE's vision of the product as well as its internal standards for features, quality and usability.

Summary Scope of Work

The IDOE is soliciting proposals to select a vendor to deliver IDOE's next generation of case management software for its special education system being used by all State special education specialists, and direct service providers. The software will include the following high level requirements:

1. A web based technical solution for case management processes will be developed/implemented/maintained that includes modules for case conference committee proceedings, educational and health-related evaluations, healthcare service and administrative activity documentation for Medicaid reimbursement, and progress monitoring data. Initially, this transactional system will be used statewide to serve 172,000 students and eventually expanded to serve 1,048,000 students statewide.
2. Provide either a hosted web application solution or an application that can be hosted by the Indiana Department of Education. A detailed implementation plan should be included for each proposed solution.

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3. Provide a management interface for reporting and an alert system to enable special education administrators, service providers, and their supervisors, to monitor compliant processes.
4. Components of new Alternate Assessment and electronic IEP will utilize design elements that are 508 compatible and maintain FERPA security guidelines.
5. Student records will electronically transfer when the student moves schools in order to allow administrative accounts from the sending school to continue to access historical records while particular accounts from the receiving school will have historical access and the ability to add to the student's record.
6. The solution must integrate with individual school calendars.
7. The vendor solution will also be required to engage in data migration activities to ensure continuity from the current system to the proposed solution. Currently the historic case files are kept in a PDF format.
8. The proposed solution will also be required to utilize the DOE SPN (Student Personnel Number) and the STN (Student Test Number) as identifiers.
9. Accommodate eventual expanded numbers/types of users and enhanced functionality to support statewide Medicaid Administrative Claiming by district/corporation, including:
 - a. Generate and record responses to a 5-question electronic time study,
 - b. Provide a management interface to review and assign codes to recorded time study responses and integrate supporting financial data such as costs for staff salary, benefits, travel, materials, supplies;
 - c. Integration among components such as individual school calendars/instructional days, IEP Purposes, IEP Provisions and location(s) where individual students are served.
10. The Vendor will be required to provide periodic checkpoints to the Director of Special Education at the IDOE throughout the planning and development cycle to best utilize end user feedback, for workflows, user interfaces, graphics, screen layouts, and quality and assurance testing.
11. IDOE will own all data in the system.

FORMAT FOR RESPONSES

PART I: TECHNICAL INFORMATION

The Technical Information section should be presented in a clear and concise manner. It should address all points addressed in this RFP except the cost information (Cost Information should be provided in Part II). Part I consists of and must contain the following sections:

1. Table of Contents
2. Executive Summary
3. Delivery of Requirements
4. Architectural Requirements
5. Work Plan
6. Prior Experience

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7. References
8. Personnel
9. Corporate Capability
10. Other Relevant Information

Every point made in each section of this RFP must be addressed by the vendor in the order given. The same outline numbers presented in this RFP must be used in the vendor's response. Where appropriate, supporting documentation may be referenced by a page number. If supporting documentation is referenced, the narrative of Part I must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to Part I, with referenced sections clearly marked.

Brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired and will not be reviewed.

TABLE OF CONTENTS

The Table of Contents should identify major topics of discussion by page number and should clearly cross reference the technical discussion of any related tables in the proposal.

EXECUTIVE SUMMARY

In the Executive Summary, the respondent shall explain how it meets the requirements specified in the RFP.

DELIVERY OF REQUIREMENTS

The Delivery of Requirements section must indicate whether or not a respondent can deliver **EACH** of the requirements described below (indicated by "yes" or "no"). If a respondent claims to have the ability to deliver a requirement, the respondent must also include evidence of this ability.

Each requirement outlined in this RFP is a priority for development.

REQUIREMENTS

The following components are outlined in this RFP. Those components that are modules must integrate with other modules at multiple points in the workflow.

1. Technical Requirements
2. State Monitoring Tools
3. Local Administrative Tools
4. Case Management
5. Storage/Retrieval of Student Records
6. Evaluation
7. IEP Components:
 - 7.1. Purpose
 - 7.2. Evaluation
 - 7.3. Initiate
 - 7.4. Eligibility
 - 7.5. Outcomes
 - 7.6. Goals
 - 7.7. Provisions
 - 7.8. Placement
 - 7.9. File
7. Service Plan
8. Progress Monitoring
9. Individualized Healthcare Plan (IHP)
10. Reports
11. Service Record
12. Leveraging of Learning Connection features

Technical Requirements

All work done under the resulting contract will meet all technical, security, accessibility and privacy standards in effect with the Indiana Department of Education at the time of implementation including but not limited to those outlined below. Expectations regarding identity management, security, and data confidentiality are addressed below:

- **Identity Management**—Identity Management Solution should be part of the bidder response to ensure the appropriate level of security to the data that will be available to school personnel through the electronic IEP .
- **Security**—The successful vendor will develop software in accordance with established security and privacy policies of the Indiana Department of Education. Attention to security of user accounts and account information should include the considerations outlined in the requirements section below.

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- **Confidentiality**—The confidentiality of data is of utmost concern for the Department of Education. Security standards must be in place and student data confidentiality must be followed. The guidelines for data use and access as outlined in the Family Education Rights and Privacy Act (FERPA) must be followed along with applicable portions of Article 7, Rule 38, Indiana’s Special Education rules (<http://www.doe.in.gov/exceptional/article7/>).

CODE	COMPONENT	COMPONENT ACTION
1TR.1	<i>Technical Requirements</i>	Create a system that operates on standard web browsers (e.g., Firefox, Internet Explorer) running on multiple operating systems including Linux, Microsoft, Macintosh, and allows access to system functions over the web or intranet.
1TR.2	<i>Technical Requirements</i>	Leverage role-based access to system functionalities and data available in the Learning Connection or other data mart.
1TR.3	<i>Technical Requirements</i>	Develop data schemas with consideration for national standards (e.g., SIF) and with regard to the department’s data dictionary
1TR.4	<i>Technical Requirements</i>	Provide functionality at state, district, and school levels.
1TR.5	<i>Technical Requirements</i>	Provide online help that can be updated by department staff on an ongoing basis.
1TR.6	<i>Technical Requirements</i>	Configure for easy updates and preservation of user defined preferences and data elements according to industry best practices
1TR.7	<i>Technical Requirements</i>	Employ commercial quality graphic user interface (GUI) tested for usability according to industry best practices and that is 508 compliant.
1TR.8	<i>Technical Requirements</i>	Enhance data quality by controlling for data conformity when possible (e.g., phone number formats, dates) according to industry best practices
1TR.9	<i>Technical Requirements</i>	Employ security measures such as SSL data encryption, system time out after period of dormancy, temporary account disabling after multiple failed login attempts, and username and password security with reminder/request system for forgotten passwords according to industry best practices
1TR.10	<i>Technical Requirements</i>	Provide for back-up and recovery according to industry best practices
1TR.11	<i>Technical Requirements</i>	Rely on common printing solutions such as Adobe’s Acrobat Reader for printing functionality

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CODE	COMPONENT	COMPONENT ACTION
1TR.12	<i>Technical Requirements</i>	Meet all technical, security, accessibility and privacy standards in effect with the Indiana Department of Education at the time of implementation, including but not limited to; Section 508 & FERPA.
1TR.13	<i>Technical Requirements</i>	Provide security for exceptions to system rules such as: a) Teachers who teach at multiple schools within a district and b) Students who are enrolled in multiple schools within a district
1TR.14	<i>Technical Requirements</i>	Provide security checks to control user access to parent, student and teacher information based on: user ID.
1TR.15	<i>Technical Requirements</i>	Provide security functions to limit access to authorized users.
1TR.16	<i>Technical Requirements</i>	Provide computerized audit trail of all users who have accessed or updated a parent, student or teacher record, including date / time stamps and IP address.
1TR.17	<i>Technical Requirements</i>	Provide security checks to control user access to parent student teacher information
1TR.18	<i>Technical Requirements</i>	Support a secure user authentication process based on industry best practice for the data being accessed.
1TR.19	<i>Technical Requirements</i>	Support data access controls that allow assignment of security at the data element level within files.
1TR.20	<i>Technical Requirements</i>	Continue access by STN to historical .pdf records created in existing systems
1TR.21	<i>Technical Requirements</i>	Employ data directory schema to organize historical student files
1TR.22	<i>Technical Requirements</i>	Maximize the amount of space available on a display for an application to provide most effective output for users
1TR.23	<i>Technical Requirements</i>	Meet industry standard for accessing all browsers and platforms.
1TR.24	<i>Technical Requirements</i>	Require data fields to map to IDOE collection formats, like mm/dd/yyyy for dates.
1TR.25	<i>Technical Requirements</i>	Provide error messages that are user-friendly and detail possible corrections.
1TR.26	<i>Technical Requirements</i>	Utilize the Indiana DOE Learning Connection role based login as a gateway/portal to any proposed solution
1TR.27	<i>Technical Requirements</i>	Import historical records/files into the new system linking each with a unique identifier to the student.

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CODE	COMPONENT	COMPONENT ACTION
1TR.28	<i>Technical Requirements</i>	Provide for secure and traceable access to any files or records imported and created in the new system to meet FERPA standards
1TR.29	<i>Technical Requirements</i>	Integrate student records with the Indiana Department of Education's Student Test Number system to allow for the automated movement of students from one school to another. Explain use of web services or other data synchronization methods to meet this requirement
1TR.30	<i>Technical Requirements</i>	Allow access to student records that move between schools to administrators of both schools
1TR.31	<i>Technical Requirements</i>	Integrate Alternate Assessment (ISTAR) data maintained by the Indiana Department of Education to support Goal Writing Modules and Progress Monitoring Modules Explain use of web services or other data synchronization methods to meet this requirement
1TR.32	<i>Technical Requirements</i>	Integrate instructional days specific to individual school calendars where students are served in order to track timelines and communicate alerts for compliance or other reasons electronically within FERPA guidelines
1TR.33	<i>Technical Requirements</i>	Provide for dynamic creation of multi-level user roles based on authoritative permission in addition to the following required roles:
1TR.33.1	<i>Technical Requirements</i>	Parent and Students role will allow parents and students to view childrens/student's data over a secure connection
1TR.33.2	<i>Technical Requirements</i>	Teacher role will have rights to view the student level data that they serve; identify and grant access to other teachers to the student level data that they serve; uniquely identified by the type of licensing the hold, and for verification of qualification to service particular student needs
1TR.33.3	<i>Technical Requirements</i>	School and District (Corp) Administrator role will view student data at the level of their organization; based on organizational level School or District Administrator will have rights to configure setting pertinent to their organizational level (e.g. School year or calendar settings, logos...etc.); create new user accounts for their organizational level and manage their rights to perform functions and view data in the system; District Administrators will be able to assign teachers or School Administrators to appropriate schools; All Administrators will be able to receive alerts from the system based on their organizational level; deactivate and restore user accounts within and up to their organizational level

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1TR.33.4	<i>Technical Requirements</i>	Special Education Planning District Administrator role may view all of the student data and configure settings for all of the districts and school within a special education cooperative group of school corporations; deactivate and restore user accounts within and up to their organization level
1TR.33.5	<i>Technical Requirement</i>	Indiana Department of Education Administrator role will have traceable access (compliant with FERPA regulations) to statewide student level data for the purpose of fulfilling monitoring responsibilities; create school and district(corp) level accounts; deactivate and restore user accounts
1TR.33.6	<i>Technical Requirement</i>	System Administrator role will set configurations for the whole system; have the ability to delete user and user account information; delete student IEP records that have been identified as invalid or inaccurate, and create new system roles for eventual expansion of the application
1TR.34	<i>Technical Requirement</i>	Provide for teacher accounts to be enrolled and tracked at more than one school and student account to be enrolled and tracked at more than one school at a time
1TR.35	<i>Technical Requirement</i>	Store or Link to the Indiana Academic Standards and update them on a regular basis or as needed
1TR.36	<i>Technical Requirement</i>	Store a table of Indiana Administrative Code Title 511 Article 7 - Special Education as a reference point for any citations linked in the user interface
1TR.37	<i>Technical Requirement</i>	Utilize or integrate with the progress monitoring component of ISTAR, the alternate assessment

State Monitoring Component

The *State Monitoring Component* will be used by state officials and designees in the pursuit of complaint investigations, compliance monitoring, and data collection. Data access will include aggregate views and calculations as well as the ability to view individual student records for the purpose of monitors. Users with this level of access will be limited to less than 50 IDOE employees and contractors who are serving monitoring functions.

CODE	COMPONENT	COMPONENT ACTION
2SM.1	<i>State Monitoring</i>	Access individual student records
2SM.2	<i>State Monitoring</i>	View progress on 7 of 20 federal indicators in aggregate with

CODE	COMPONENT	COMPONENT ACTION
		drill down to district and school level data and individual records. <ul style="list-style-type: none"> • Indicator 3: State Assessment • Indicator 5: Least Restrictive Environment (LRE) • Indicator 6: LRE for Early Childhood • Indicator 7: Early Childhood Assessment • Indicator 11: Evaluation timeline • Indicator 12: Transition from First Steps timeline • Indicator 13: Transition IEPs
2SM.3	<i>State Monitoring</i>	Download student contact information to be used for two indicators involving survey procedures (Indicators 8 and 14)
2SM.4	<i>State Monitoring</i>	Download state assessment participation by STN
2SM.5	<i>State Monitoring</i>	Access all data in a secure, unrestricted manner
2SM.6	<i>State Monitoring</i>	Access a random sampling from each school corporation using the protocol of 5% completed transition IEPs $25 \leq$ and ≥ 5 to be viewed in relationship to particular components viewed in a checklist. View a checklist of Transition IEP components and tally a compliance score (Indicator 13) Download ratings for federal reporting.
2SM.7	<i>State Monitoring</i>	Access all data in a secure, unrestricted manner
2SM.7.1	<i>State Monitoring</i>	Download student contact information to be passed to contractor conducting surveys for Indicators 8 and 14

Local Administrative Component

The *Local Administrative Component* is conceptualized as providing administrative functions for all levels of users. If the administrative functions do not already exist in the Learning Connection, this includes managing profile information for an individual user to system configuration at the organizational level. Minimally, this also addresses message or alerts that are related to various events in the system. Most important is the ability to set permissions.

System will provide a means to add access to multiple schools for users. User will be able to designate shared access of specific records across school corporations. An important consideration is that user IDs have been distributed for the first version of ISTART7 with security settings per level, per student, and per record. In mobilizing from this previous version, consideration for this investment must be considered.

CODE	COMPONENT	COMPONENT ACTION
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CODE	COMPONENT	COMPONENT ACTION
3LA.1	<i>Local Admin Tools</i>	Delete messages, Send messages, and View messages sent as a result of actions in the other components.
3LA.2	<i>Local Admin Tools</i>	Assign roles to users who would receive alerts when particular selections are made within the components
3LA.3	<i>Local Admin Tools</i>	View and print student lists generated by variables within the components (e.g. all students with emergency evacuation plans)
3LA.4	<i>Local Admin Tools</i>	Utilize universal log in features with the Learning Connection to the extent possible
3LA.5	<i>Local Admin Tools</i>	Configure system for local report branding
3LA.6	<i>Local Admin Tools</i>	Create users (manually and through upload process of a set of users) integrated to the extent possible with existing Learning Connection tools
3LA.7	<i>Local Admin Tools</i>	Manage user profile information and Set permissions for users.
3LA.8	<i>Local Admin Tools</i>	Manage organizational membership—who teaches where, student transfer issues including within and across school districts, utilizing existing IDOE systems and account parameters to the extent possible.
3LA.9	<i>Local Admin Tools</i>	Configure teacher accounts to include areas of eligibility where teacher is licensed in order to verify that the teacher can serve as the teacher of record as required by state rule. (Within IEP, lack of qualification serves as a “check” point.)
3LA.10	<i>Local Admin Tools</i>	Receive email, without confidential information, informing user of action within the system based on a wide number of configured designations Receive notice within the system related to events that were initiated in one of the components including missed deadlines:
3LA.10.1	<i>Local Admin Tools: Notice of CC</i>	<i>Date: of CCC meeting Message: You have been invited to a CCC meeting for (student). <link> Source: Upon hitting “Send notice” button in CCC Designed for: All identified invitees in CCC Interface: “Send notice” button and function in the Notice of CCC screen</i>
3LA.10.2	<i>Local Admin Tools: Evaluation Request</i>	<i>Date: Evaluation due date based on evaluation requirements for timers Message: An evaluation has been requested for (student).</i>

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CODE	COMPONENT	COMPONENT ACTION
		<p><link></p> <p>Source: Upon hitting “Send notice” button in Evaluation</p> <p>Designed for: All identified invitees on the MDTeam</p> <p>Interface: “send notice” button on invite of MDTeam</p>
3LA.10.3	<p>Local Admin Tools: Transportation Request</p>	<p>Date: Initial effective date</p> <p>Message: Special transportation is required for (student).</p> <p><link></p> <p>Source: Finalization of CCC if transportation = yes</p> <p>Designed for: Administrator identified on user profile as “Transportation Admin”</p> <p>Interface: User profile “Transportation Admin” check box</p>
3LA.10.4	<p>Local Admin Tools: First Steps 18 months</p>	<p>Date: 18 months before student turns 3 years old</p> <p>Message: (Student) receives First Step services and will turn 3 in 18 months. <link></p> <p>Source: Formula from birth date of students with STNs in legal settlement and with FS flag</p> <p>Designed for: “EC Administrator”</p> <ol style="list-style-type: none"> 1. Mapping of preschool STNs to legal settlement 2. Add to user profile “First Steps Transition”
3LA.10.5	<p>Local Admin Tools: First Steps 6 months</p>	<p>Date: 6 months before student turns 3 years old</p> <p>Message: (Student) receives First Step services , turns 3 in 6 months. <link></p> <p>Source: Formula from birth date of students with STNs in legal settlement and with FS flag</p> <p>Designed for: “EC Administrator”</p> <ol style="list-style-type: none"> 1. Mapping of preschool STNs to legal settlement 2. Add to user profile “First Steps Transition”
3LA.10.6	<p>Local Admin Tools: First Steps Birth date</p>	<p>Date: 10 instructional days before student turns 3 years old</p> <p>Message: (Student) receives First Step services, turns 3 in 10 days. <link></p> <p>Source: Formula from birthdate – 10 instructional days of students with STNs in legal settlement and with FS flag</p> <p>Designed for: “EC Administrator”</p> <ol style="list-style-type: none"> 1. Mapping of preschool STNs to legal settlement 2. Add to user profile “First Steps Transition”
3LA.10.7	<p>Local Admin Tools: NIMUS</p>	<p>Date: Initial Effective Date</p> <p>Message: NIMUS services will be needed for (student).</p> <p><link></p> <p>Source: Upon finalization of CCC if accessibility = yes</p> <p>Designed for “ICAM DRM”</p> <p>Add to user profile “ICAM DRM”</p>
3LA.10.8	<p>Local Admin Tools: AT</p>	<p>Date: Initial Effective Date</p> <p>Message: AT services will be needed for (student). <link></p> <p>Source: Upon finalization of CCC if AT = yes</p>

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CODE	COMPONENT	COMPONENT ACTION
		<p><i>Designed for: "AT Admin"</i></p> <p><i>Add to user profile "AT Admin"</i></p>
3LA.10.9	<p><i>Local Admin</i></p> <p><i>Tools: BIP</i></p>	<p><i>Date: Initial Effective Date</i></p> <p><i>Message: Behavior support services will be needed for (student) <link></i></p> <p><i>Source: Upon finalization of CCC if Behavior = yes</i></p> <p><i>Designed for: "Behavior Specialist"</i></p> <p><i>Add to user profile "Behavior Specialist"</i></p>
3LA.10.10	<p><i>Local Admin</i></p> <p><i>Tools: Move-In</i></p>	<p><i>Date: STN action + 10 days</i></p> <p><i>Message: (Student) has moved into your district. <link></i></p> <p><i>Source: STN move with ISTAR/ISTART7/ eval record</i></p> <p><i>Designed for: Master Administrator</i></p> <p><i>Add to user profile "Master Administrator"</i></p>
3LA.10.11	<p><i>Local Admin</i></p> <p><i>Tools: New EC</i></p>	<p><i>Date: of STN action</i></p> <p><i>Message: (Student) of preschool age has been added to your district<link></i></p> <p><i>Source: If new STN with birth date<6 by Dec 1</i></p> <p><i>Designed for "EC Administrator"</i></p> <p><i>Improve student list for easy identification</i></p>
3LA.10.12	<p><i>Local Admin</i></p> <p><i>Tools: CCC held but not finalized</i></p>	<p><i>Date: of CCC</i></p> <p><i>Message: A CCC for (student) has been held but not yet been finalized. <link></i></p> <p><i>Source: If date of CCC > or = 8 instructional days ago</i></p> <p><i>Designed for: All Administrators</i></p>
3LA.10.13	<p><i>Local Admin</i></p> <p><i>Tools: IEP has been revised</i></p>	<p><i>Date: of finalization of revision</i></p> <p><i>Message: The IEP of (student) has been revised . <link></i></p> <p><i>Source: Upon finalization if purpose = revised</i></p> <p><i>Designed for: All those with access after finalization</i></p> <p><i>Participation page to include a table of those to give additional access who were not present at the CCC meeting</i></p>
3LA.10.14	<p><i>Local Admin</i></p> <p><i>Tools: SLP caseload</i></p>	<p><i>Date: of finalization</i></p> <p><i>Message: A CCC has determined that (student) requires the services of an SLP. <link to sped service table></i></p> <p><i>Source: Upon Finalization if "SLP Caseload" is checked on special education services page.</i></p> <p><i>Designed for: "SLP Caseload Administrator"</i></p> <ol style="list-style-type: none"> <i>1. Add "SLP Caseload" checkbox on special edservice page.</i> <i>2. Add "SLP Caseload Administrator" to user profile.</i>
3LA.10.15	<p><i>Local Admin</i></p> <p><i>Tools: OT Caseload</i></p>	<p><i>Date: of finalization</i></p> <p><i>Message: A CCC has determined that (student) requires the services of an OT. <link to related service table></i></p>

CODE	COMPONENT	COMPONENT ACTION
		<p>Source: Upon Finalization if “OT Caseload” is checked in related services.</p> <p>Designed for: “OT Caseload Administrator”</p> <ol style="list-style-type: none"> 1. Add “OT Caseload” checkbox on related service page. 2. Add “OT Caseload Administrator” to user profile.
3LA.10.16	Local Admin Tools: PT Caseload	<p>Date: of finalization</p> <p>Message: A CCC has determined that (student) requires the services of an PT. <link to related service table></p> <p>Source: Upon Finalization if “PT Caseload” is checked on related services page.</p> <p>Designed for: “PT Caseload Administrator”</p> <ol style="list-style-type: none"> 1. Add “PT Caseload” checkbox on related service page. 2. Add “PT Caseload Administrator” to user profile..
3LA.10.17	Local Admin Tools: Health Caseload	<p>Date: of finalization</p> <p>Message: A CCC has determined that (student) requires health services. <link to related service table></p> <p>Source: Upon Finalization if “Health Caseload” is checked as related service.</p> <p>Designed for: “Health Administrator”</p> <ol style="list-style-type: none"> 1. Add “Health Caseload” checkbox on related service page. 2. Add “Health Administrator” to user profile.
3LA.10.18	Local Admin Tools: Emergency Evacuation	<p>Date: of finalization</p> <p>Message: A CCC has determined that (student) requires an emergency evacuation plan. <link to related service table></p> <p>Source: Upon Finalization if “Emergency Evacuation Plan” is checked on related services page.</p> <p>Designed for : administrator identified on user profile as “Emergency Evacuation”</p> <ol style="list-style-type: none"> 1. Add “Emergency Evacuation” checkbox on related service page. 2. Add “Emergency Evacuation” to user profile.
3LA.10.19	Local Admin Tools: 45 day IAES	<p>Date: Initial effective date + 40 instructional days</p> <p>Message: The CCC will need to convene by (IED + 45 Instructional days) to reconsider the IAES for (student).</p> <p>Source: Upon finalization if purpose = Interim Alternative Educational Setting</p> <p>Designed for: Master Administrator</p> <p>Add to user profile “Master Administrator”.</p>
3LA.10.20	Local Admin Tools: 60 day review	<p>Date: Initial effective date + 55 instructional days</p> <p>Message: The CCC will need to convene by (IED + 60 Instructional days) to review the out-of-school placement for (student).</p> <p>Source: Upon finalization if purpose = Out of school placement, 60-day review</p>

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CODE	COMPONENT	COMPONENT ACTION
		<i>Designed for: Master Administrator</i> <i>Add to user profile "Master Administrator".</i>
3LA.11	<i>Local Admin Tools</i>	View dynamic and summative reports and graphs with drill down capabilities specific to compliance indicators
3LA.11.1	<i>Local Admin Tools – Indicator 3</i>	View dynamically the testing decisions for grades 3 -10. Integrate with ISTAR compliance chart to monitor completeness Download report of accommodations selected per student
3LA.11.2	<i>Local Admin Tools – Indicator 5</i>	View dynamically the LRE codes (school aged) from every current IEP
3LA.11.3	<i>Local Admin Tools – Indicator 6</i>	View dynamically the LRE codes (preschool) from every current IEP
3LA.11.4	<i>Local Admin Tools – Indicator 7</i>	Integrate dynamically with ISTAR-KR compliance chart to monitor completeness View dynamically status of improvement on the three OSEP indicators based on the comparison of entry to exit data
3LA.11.5	<i>Local Admin Tools – Indicator 11</i>	View dynamically the status of records with consent to evaluate logged (when purpose = initial or from First Steps). Order by date including those past due. View dynamically the percentage completed within timeframe
3LA.11.5	<i>Local Admin Tools – Indicator 11</i>	View table that shows: date of parental request, due date of notice of evaluation, date consent received from public agency, due date of evaluation report, due date of CC, compliance flag, indicator, and exceptions
3LA.11.6	<i>Local Admin Tools – Indicator 12</i>	View dynamically any STN from First Steps file viewed categorical by: 1. # of those referred determined not eligible prior to their third birth day. 2. # of those found eligible who have an IEP developed and implemented by their third birthday. 3. # of those without initiation of services equal to or earlier than their third birthday. From the third category, allow administrator to indicate reason for delay aligned to DOE-EV file.
3LA.11.7	<i>Local Admin Tools – Indicator 11 and 12</i>	Indicate reason for any missed evaluation timeline:

CODE	COMPONENT	COMPONENT ACTION
		1 = Parents refused to provide consent for services (or for initial evaluation if transitioning from First Steps) 2 = Parents missed two mutually agreed upon appointments 3 = Student transferred to another school district during the evaluation process 4= Deadline missed, other reason 5= Parent revoked consent for testing 6=Not applicable, deadline not missed
3LA.11.8	<i>Local Admin Tools – Indicator 13</i>	Review cue of any finalized transition IEPs. In cue is sections of the transition IEP pulled into a checklist that is score-able. Entire IEP can be viewed from here as well. View percentage of compliant IEPs based on tally of checklist review.
3LA.12	<i>Local Admin Tools</i>	View notice of transfer of a student with a record into the receiving school corporation
3LA.13	<i>Local Admin Tools</i>	View all accepted appointments in a calendar or sequential view or integrate with other calendar

Case Management Component

The *Case Management* is used primarily for managing various processes for individual student records. Through *Case Management*, teachers can create case loads for the purpose of conducting evaluations, preparing and finalizing IEPs, reviewing historical documentation, entering service data, monitoring progress, and producing documentations. System will present historical student records to users with valid access.

CODE	COMPONENT	COMPONENT ACTION
4CM.1	<i>Case Management</i>	Access STN lookup input form to assign a student that is new to the Indiana system to be entered into the STN lookup
4CM.2	<i>Case Management</i>	Integrate immediately with the STN lookup for demographic student data
4CM.3	<i>Case Management</i>	Create caseloads per user account specific to each module, giving access to historical files. Caseloads are relevant to evaluations, IEPs, Service Plans, Progress Monitoring, IHPs, Service Records, and the existing ISTAR/ISTAR-KR assessments. Only one record can be open (changeable) per caseload per student at a time.
4CM.4	<i>Case Management</i>	Modify and merge caseloads, immediately revising access parameters
4CM.5	<i>Case Management</i>	Select across modules any caseload action relevant to students on a teacher of record's caseload. This includes student

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CODE	COMPONENT	COMPONENT ACTION
		records, student information, current and historical IEPs, security access for other users, reassign students to another TOR, remove a student from caseload list, student access log, progress on goals, and reporting.
4CM.6	<i>Case Management</i>	View log of every instance of access, including user, date, time, and purpose
4CM.7	<i>Case Management</i>	Add access of particular student records to users at multiple school or district levels
4CM.8	<i>Case Management</i>	View student demographic information that is dynamically integrated with the original IDOE data source
4CM.9	<i>Case Management</i>	Access student records once a transfer to another school is registered in the state membership data base
4CM.10	<i>Case Management</i>	View student lists based on the variables of: <ul style="list-style-type: none"> • By school corp of service • By school corp of legal settlement • By grade • By ethnicity • By eligibility (primary/secondary) • LRE • ToR • Evaluation due date (based on timing variables) • By Age • Date of birth • Last ACR date • “Yes” to transportation • “Yes” to health plan • “Yes” to behavior plan • FS kids at 18 months, 6 months, and age 3 • State Testing Decision • Accommodations • “Yes” to Nimus • School Outcomes: Diploma / Certificate • “Yes” to AT • “Yes” to LEP • Checks on service/related services page sorted by service • “Yes” to ESY • “Yes” to length of instructional day (print text) • Students with service plans • List by School of Service • “Yes” to Emergency Evacuation Plans • By purpose of CCC • CCCs held but not finalized 8 instructional days after

CODE	COMPONENT	COMPONENT ACTION
		date of CCC \ <ul style="list-style-type: none"> • By date parental consent received • By written notice date • By date of CCC • By date finalized • By effective IEP dates

Storage/Retrieval Student Records Component

The **Student Records** contain .pdf files that are created when a document is “finalized” (completed and saved as a .pdf) in any one of the various other components of the system. These records are to be organized similar to a file cabinet with groups of similar documents in folders by students. Users with access to a given student will be able to find particular electronic records. Understanding that documentation is the legal outcome of the technical processes, this functionality is the key to the purpose of the system. It is of particular value that student records transfer across the state dynamically as students move from one school setting to another.

CODE	COMPONENT	COMPONENT ACTION
5SR.1	<i>Storage/Retrieval Student Records</i>	Access files completed within the other components. Search files sorted into (1) State Assessments, (2) Evaluations, 2(a) Assessment Records, (2b) Educational Evaluation Reports, (3) IEPs, (3a) Present Levels, (3b) Attempts, (3c) Consents, (3d) CC Notice, (3e) Goals Report, (3f) Accommodations Report, (3g) Post-conference Documentation, (4) Summary of Performance Report, (5) Individualized Healthcare Plan, and (6) healthcare service documentation.
5SR.2	<i>Storage/Retrieval Student Records</i>	Search by student name to access historical student records stored as .pdfs. This includes such things as IEPs, consent notices, evaluation reports, progress reports, IHPs and other uploaded .pdf files.
5SR.3	<i>Storage/Retrieval Student Records</i>	Organize and View individual student records by type of report (evaluation report, IEP, IHP, etc.)
5SR.4	<i>Storage/Retrieval Student Records</i>	Trace access to student records. Log reason for accessing records tagged with date, time, and the account that is accessing record.
5SR.5	<i>Storage/Retrieval Student Records</i>	Share access to student records with other users
5SR.6	<i>Storage/Retrieval Student Records</i>	Upload files from local drives to be organized by student and file category

CODE	COMPONENT	COMPONENT ACTION
5SR.7	<i>Storage/Retrieval Student Records</i>	Access files until student reaches 26 years of age or five years after graduation from high school, whichever is longer

Evaluation Component

Before a student can be found eligible for special education and periodically over the years while the student is eligible, it is necessary for school personnel to assess the student with a battery of tests and procedures to determine the educational need based on the presence of a disability. This process is monitored for the timeline between the date the parent gives consent to test the student and the date that the case conference committee met to review the results and make decisions regarding the programming needs of the student. The **Evaluation** component is essential to the IEP as it provides information integral to the process. Evaluation records are opened, completed, filed and integrated into the IEP, thus requiring a unique case management workflow.

As part of the evaluation, it is necessary to reference *existing data* from standardized assessments such as the Indiana's Statewide Testing for Educational Progress-Plus (ISTEP+) and the Indiana Standards Tool for Alternate Reporting (ISTAR) and other data collection instruments provided by the Indiana Department of Education to LEAS including data from Wireless Generation (K-2) and Acuity (3-8). Connecting the **Evaluation** component to the Learning Connection would be optimal.

To explain the workflow of this component, the user must record the purpose for the Evaluation. If the evaluation was at the request of the parent, the date of Parent Request is captured. This date feeds forward to the Notice: Consent section as "Date of Parental Request" and instigates administrative alerts. See (6EV.2). Then the user must record the strengths of the student. This information will populate from the last finalized IEP, if there is one in the system, for the student. The reason(s) for the evaluation referral are recorded. Users will respond to a statement about the student's participation in scientific, research-based interventions to differentiate legal timelines based on this condition. Users will record instructional strategies and research-based interventions in which the student has participated including the student's response to this instruction or intervention. Uploaded files may be added to this section and previous evaluation reports may be viewed. Then the user must record the suspected area(s) of eligibility. Disability Selections here will generate the required assessment evaluations on the Assessment Selection section.

Selections here will also be used to generate the required Multidisciplinary Team (MDT) participants on the MDT section. Users record the public agency's response and rationale for their evaluation decision. Information is used to generate the Notice of Evaluation (which also serves as the consent to evaluate when signed and returned) or Refusal to evaluate. The user records date of parent request for evaluation and parent consent for evaluation. The public agency attempts to get parent consent is logged. The consent notices can be printed and uploaded when returned. Consent notices will also be available in Student Records upon finalization. Users are prompted to identify required and optional participants to the Multi-disciplinary team. MDT members get access to the

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student file on their Evaluation Caseload list. The MDT will complete the selected assessments and the system will track their progress.

CODE	COMPONENT	COMPONENT ACTION
6EV.1	<i>Evaluation</i>	Initiate a new evaluation record available on caseload of creator.
6EV.2	<i>Evaluation</i>	<p>Indicate the purpose of the evaluation and the suspected disability areas which will drive the interface and the template of the reports. This may be initiated at the time of creating the new record or brought over from within the IEP and edited. Purposes include:</p> <ul style="list-style-type: none"> Initial Initial following intervention* Reevaluation by next annual Reevaluation in 50 days Move in during evaluation Expedited Evaluation <p>*The student has failed to make adequate progress after an appropriate period of time when provided with scientific research based interventions.</p>
6EV.3	<i>Evaluation</i>	Indicate the suspected disability areas which will drive the interface and the template of the reports. There are 17 categories in all. If student is 6 years or older as of December 1 st of the current year, Developmental Disability is not available as a disability category
6EV.4	<i>Evaluation</i>	Select from a list of required evaluation team members and enter names, title, position, email. Give access of this record to team members. Post invites and deadlines to accounts of evaluation team members. Rules: specialist for suspected disability is always required. If more than one suspected disability, specialist must be multiply qualified or more than one specialist can be added. A school psychologist is required except (1) if DD is the suspected disability, in which case 2 qualified professionals are needed, (2) if LI is the suspected disability, in which case and SLP and a qualified professional is needed, (3) if SI is suspected, in which case an SLP is required. A general educator is required if SLD is suspected. SLD for preschool requires an early childhood specialist. If BLV, DHH or DB, a State School rep is optional with written consent.
6EV.5	<i>Evaluation</i>	Select assessment areas that are to be investigated for this evaluation or integrate with selections from the open IEP. If initial evaluation, minimum selections are forced based on suspected disability. Additional selections are allowed.
6EV.6	<i>Evaluation</i>	Indicate if parent requested an evaluation. If yes, record date of parental request

CODE	COMPONENT	COMPONENT ACTION
6EV.7	<i>Evaluation</i>	View projected timeline that charts 10 instructional days from the date of parental request until the notice of evaluation is due to the parent.
6EV.8	<i>Evaluation</i>	Enter information to be used in creating the Notice of Evaluation.
6EV.8.1	<i>Evaluation</i>	Enter information for prompt, “Please describe the strengths of the student.” If this information already exists in an open case conference, populate with existing information.
6EV.8.2	<i>Evaluation</i>	Upload or enter existing data. Integrate with state testing data base, data from Learning Connection, and same field in IEP.
6EV.8.3	<i>Evaluation</i>	Add present level information entries and/or integrate with same field in IEP.
6EV.8.4	<i>Evaluation</i>	Enter information for prompt, “Please describe the reason(s) for the referral. If this information already exists in an open case conference, populate with existing information.
6EV.8.5	<i>Evaluation</i>	Enter information for the prompt, “Please describe the instructional strategies and research-based interventions (if any) in which the student has participated including the student’s response to this instruction or intervention.” If this information already exists in an open case conference, populate with existing information.
6EV.8.6	<i>Evaluation</i>	Enter information for the prompt, “Please describe each evaluation procedure, assessment, record, or report the public agency used as a basis for proposing or refusing the conduct the educational evaluation in including any other relevant factors. This field will print on the evaluation notice.
6EV.8.7	<i>Evaluation</i>	Select Yes/no “Student has failed to make adequate progress after an appropriate period of time when provided with scientific research-based intervention.” If yes, 20 instructional day timer applies. If no, 50 instructional days.
6EV.9	<i>Evaluation</i>	Select one: “The public agency will conduct an education evaluation/reevaluation of the student” or “The public agency will conduct an education evaluation/reevaluation of the student”. This prompts the correct notice to print. If the public agency refuses to conduct the evaluation, the user is prompted to finalize and print the refusal notice.
6EV.10	<i>Evaluation</i>	Print the report. One of four reports will produced based on selections of purpose and intentions.

CODE	COMPONENT	COMPONENT ACTION
6EV.11	<i>Evaluation</i>	View projected timeline in a list or calendar that charts instructional days from the time the parental consent is received from the parent on the following schedule: 1=20 instructional days due to implementation of Response to Intervention (RTI) 2=20 instructional days expedited evaluation due to disciplinary action 3=preparation for timely transfer from First Steps 4=All other, 50 instructional days
6EV.12	<i>Evaluation</i>	Record date, means, and results of attempts to obtain parental consent, permitting multiple attempt records. This record must be available for viewing after the evaluation is finalized.
6EV.13	<i>Evaluation</i>	Indicate reasons for missed deadlines. This will be used for the DOE-EV field #10: 1 = Parents refused to provide consent for services (or for initial evaluation if transitioning from First Steps 2 = Parents missed two mutually agreed upon appointments 3 = Student transferred to another school district during the evaluation process 4= Deadline missed, other reason 5= Parent revoked consent for testing 6=Not applicable, deadline not missed
6EV.14	<i>Evaluation</i>	Assign required assessments to team and track status of completion.
6EV.15	<i>Evaluation</i>	Enter data and upload assessment reports based on suspected or existing disability.
6EV.16	<i>Evaluation</i>	Create educational evaluation report from assessment reports. Print or post to parent account.
6EV.17	<i>Evaluation</i>	Verify all required components are complete. If so, make finalize action available.
6EV.18	<i>Evaluation</i>	Finalize (Save) a .pdf of the evaluation report and Access the evaluation report within the IEP in the <i>evaluation</i> component.
6EV.19	<i>Evaluation</i>	Associate evaluation record with IEP. View and modify respective fields within the IEP in the <i>evaluation</i> component.
6EV.20	<i>Evaluation</i>	View past evaluation reports.
6EV.21	<i>Evaluation</i>	Extract DOE-EV report. Collection instructions can be found at: http://www.doe.in.gov/stn/pdf/0910Layouts/EV.pdf

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The **IEP** contains the core functionality related to conducting a compliant **CCC** (Case Conference Committee) meeting. Embedded throughout this component are references to Article 7, the state rule that guides the process of determining if a student is eligible for special education, the extent and nature of the student's needs, and the plan that is put together to give the student access to achievement. By establishing the purpose of the meeting, teachers and administrators are directed through screen design to initiate the conference, reference educational evaluation data, determine eligibility, set expected student outcomes, design goals, determine service provisions, determine placement, and print a compliant student record.

Although the creation of an IEP has historically been considered a process of completing forms, this software intends to lead the users to consider circumstances and other decision points under the framework of complaint and responsive prompts, avoiding the presentation of irrelevant considerations based on particular settings. Much like a "Turbo Tax" experience, the proper documentation is created as a result of selections through the decision making process rather than the user filling in blanks on a tax form. This design is intended to reduce the professional development burden related to compliance training.

The IEP is the component with the greatest number of complexities . However, key to the successful development of this component is the understanding that there are many required details specific to the statutes, rules and policies of the State of Indiana. A broad user base has become intimately involved in the specific work flow, prompts and business logic associated with the existing product. Mobilization to this new product is a critical consideration.

CODE	COMPONENT	COMPONENT ACTION
7IEP.1	<i>IEP</i>	Select embedded links to relevant legal citations and resources throughout the interface.
7IEP.2	<i>IEP</i>	Upload files to be attached in finalized IEP.
7IEP.3	<i>IEP</i>	View/print draft at any time in process prior to finalization.
7IEP.4	<i>IEP</i>	View/print consents, notices and attempts tables during process. Access these in student records once finalized.
7IEP.5	<i>IEP</i>	Log reasons for accessing student records.
7IEP.6	<i>IEP</i>	Delete reasons for accessing student records.
7IEP.7	<i>IEP</i>	View an indication of which components are complete and which require additional information.
7IEP.8	<i>IEP</i>	Check spelling in text box areas.
7IEP.9	<i>IEP</i>	Record running notes at any point in the process.
7IEP.10.1	<i>IEP - Purpose</i>	Identify a student record to add to the IEP caseload.

CODE	COMPONENT	COMPONENT ACTION
7IEP.10.2	<i>IEP - Purpose</i>	Update the student information that is not represented in an IEP field.
7IEP.10.3	<i>IEP - Purpose</i>	Create a new record and indicate if this record is to be a new IEP or if content of fields from the previous IEP should populate a new copy as a revised IEP or a service plan. Only one IEP can be “open” at any given time.
7IEP.10.3.1	<i>IEP – Purpose Establish Initial</i>	For an initial IEP, no information is populated into fields. Enter MDTeam member to the CCC in lieu of an Instructional Strategist.
7IEP.10.3.2	<i>IEP – Purpose Establish New</i>	<i>For a new IEP, all past information is cleared</i>
7IEP.10.3.3	<i>IEP – Purpose Establish Revise</i>	<i>For a revised IEP, many fields populate from the last finalized IEP with the exception of invitees, parental concerns, provisions, and participants. Fields that archive and are available to pull back in include evaluation information, post secondary goals, and dates on goals.</i>
7IEP.10.3.3	<i>IEP – Purpose Establish Service Plan</i>	<i>For a service plan, the following fields are populate from previous finalized IEP or Service Plan: Present levels, school outcomes, and state assessments. Fields that archive and are available to pull back in include evaluation information, post secondary goals, and dates on goals.</i>
7IEP.10.4	<i>IEP - Purpose</i>	View deadline for next conference upon finalization of this one, which is date of conference + 1 year, to be tracked as a management function outside of CCC.
7IEP.10.5	<i>IEP - Purpose</i>	Select at least one purpose of the case conference from a limited list out state rule and note additional information. This selection establishes views and required fields throughout the IEP component.
7IEP.10.5.1	<i>IEP – Purpose= Initial Evaluation</i>	Enter MDTeam member to invite to the CCC in lieu of an Instructional Strategist. Finalized Educational Evaluation record pulled in (6EV.18) Date of this conference is used to measure end data of evaluation timeline.
7IEP.10.5.2	<i>IEP – Purpose= Reevaluation Review</i>	Enter MDTeam member to invite to the CCC in lieu of an Instructional Strategist. Finalized Educational Evaluation record pulled in (6EV.18) Date of this conference is used to measure end data of evaluation timeline.
7IEP.10.5.3	<i>IEP – Purpose= Annual</i>	Set “in effect” dates limited to one year to be used in management.

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CODE	COMPONENT	COMPONENT ACTION
7IEP.10.5.4	<i>IEP – Purpose= Revise</i>	Open last CC allowing all changes
7IEP.10.5.5	<i>IEP – Purpose= Transition IEP</i>	<i>Forced if age ≤ 13 or \leq grade 8 Require consent to invite TSRep Require transition assessments Require post secondary outcomes Require diploma/certificate determination Associate goals with post-secondary outcomes Require Transition Services Require Course of study</i>
7IEP.10.5.6	<i>IEP – Purpose = Move-in</i>	<i>When student's STN transfers from another corporation or can be checked manually</i>
7IEP.10.5.7	<i>IEP – Purpose = First Steps</i>	<i>Invite First Steps Rep with option to remove Force if on file containing all students coming from First Steps</i>
7IEP.10.5.8	<i>IEP – Purpose= Exit from Secondary Education</i>	<i>Date from previous CCC sets this or can be set manually Forces the creation of a Summary of Performance</i>
7IEP.10.5.9	<i>IEP – Purpose= Revoke consent for Special Education</i>	<i>Prompts to confirm parent's assertion of revocation and changes report to be Revocation of Consent (11R.1.15)</i>
7IEP.10.5.10	<i>IEP – Purpose= Consider placement in an alternative program</i>	<i>Require Alternate Program Rep</i>
7IEP.10.5.11	<i>IEP – Purpose= Consider placement at a state school</i>	<i>Require State School Rep</i>
7IEP.10.5.12	<i>IEP – Purpose= Consider placement at a private facility</i>	<i>Require Private Facility Rep</i>
7IEP.10.5.13	<i>IEP – Purpose= Parental placement in a nonpublic school</i>	<i>Require NonPublic School Rep</i>
7IEP.10.5.14	<i>IEP – Purpose= LEA facility</i>	<i>Require LEA of Service Rep</i>

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CODE	COMPONENT	COMPONENT ACTION
	placement with different LEA of service	
7IEP.10.5.15	IEP – Purpose= Manifestation Determination	Answer manifestation questions in 7IEP.13.8.4
7IEP.10.5.14	IEP – Purpose= Interim Alternate Education Setting	Sets 45 instructional-day timers
7IEP.10.5.16	IEP – Purpose= Out-of-school 60-day review	Sets 60 instructional-day timers
7IEP.11	IEP - Evaluation	View educational evaluation information from the evaluation component, the progress monitoring component and the state assessment data base. Record data and decisions.
7IEP.11.1 (6EV.3)	IEP - Evaluation	View from previous IEPs or Evaluations or indicate the suspected disability areas which will drive the interface and the template of the reports. There are 17 categories in all. If student is 6 years or older as of December 1 st of the current year, Developmental Disability is not available as a disability category
7IEP.11.2 (6EV.8.1)	IEP - Evaluation	Enter information for prompt, “Please describe the strengths of the student.” If this information already exists in an open case conference, populate with existing information.
7IEP.11.3 (6EV.8.2)	IEP - Evaluation	Upload or enter existing data. Integrate with state testing data base, data from Learning Connection, and same field in IEP.
7IEP.11.4 (6EV.8.3)	IEP - Evaluation	Add present level information entries and/or integrate with same field from 6EV.
7IEP11.5 (6EV.20)	IEP - Evaluation	View past evaluation reports.
7IEP11.6	IEP - Evaluation	Indicate if additional information is needed to <ul style="list-style-type: none"> • Reestablish eligibility (deadline = next annual case conference) • Determine if the student is eligible for special education under a different or additional eligibility category (50 instructional day timeline) • Inform case conference committee of student’s service needs (50 instructional day timeline)

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CODE	COMPONENT	COMPONENT ACTION
		<ul style="list-style-type: none"> No additional information is needed. <p>If reevaluation is necessary, establish a new evaluation record (6EV)</p>
7IEP.12.1	<i>IEP - Initiate</i>	Enter date, time and location of case conference committee meeting.
7IEP.12.2	<i>IEP - Initiate</i>	Indicate parental agreement to revise without a meeting if purpose = revise, not annual. Enter the circumstances of this agreement. This eliminates the need to schedule a meeting and select invitees.
7IEP.12.3	<i>IEP - Initiate</i>	Select from a list of required participants and enter names, title, position, email. Identify participants requesting excusal or requiring consent to be printed on the “Notice of Case Conference” for parental consent.
7IEP.12.4	<i>IEP - Initiate</i>	Receive email alerts/appointment if invited
7IEP.12.5	<i>IEP - Initiate</i>	<p>Indicate if consent is required for particular invitees to miss all or part of the meeting based on these options:</p> <ul style="list-style-type: none"> The attendance of this CCC is not necessary because this member’s area of curriculum or related services is not being modified or discussed This CCC member requests excusal from the entire CCC meeting and will submit input into the development of the IEP prior to the meeting This CCC member requests excusal from part of the CCC meeting but will attend the part of the meeting that involves a modification to or discussion of the member’s area of the curriculum or related service. If the participant is a general educator, the attendance of the general educator is not necessary because the student is not and will not be participating in the general education environment.
7IEP.12.6	<i>IEP - Initiate</i>	Indicate if consent is required for particular invitees that are not school personnel or a transition service agency representative.
7IEP.12.7	<i>IEP - Initiate</i>	View/Print Notice of Case Conference for parental consent including the Notice of Evaluation Findings if purpose is initial.
7IEP.12.8	<i>IEP - Initiate</i>	Prompt users requesting excusal to enter input into the system.
7IEP.12.9	<i>IEP - Initiate</i>	Log multiple attempts to arrange the conference including, date, means, and results of contact.
7IEP.12.10	<i>IEP - Initiate</i>	Log multiple attempts to deliver the Notice of CC

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CODE	COMPONENT	COMPONENT ACTION
		including, date, means, and results of contact.
7IEP.13.1	<i>IEP - Eligibility</i>	Enter parental concerns. View prompt to inform parents of age of majority notice.
7IEP.13.2	<i>IEP - Eligibility</i>	Indicate parent's consent to revoke special education services, if Revocation was selected as a purpose. This satisfies the entire CCC and produces the Notice of Discontinuation of Special Education Services to give to parent.
7IEP.13.3	<i>IEP - Eligibility</i>	View primary and secondary eligibility area(s) limited by the suspected eligibility areas from the <i>evaluation component</i> .
7IEP.13.4	<i>IEP - Eligibility</i>	Indicate level of cognitive disability if the eligibility area is Cognitive, TBI, or Multiple Disabilities. The levels are: mild, moderate or severe.
7IEP.13.5	<i>IEP - Eligibility</i>	Indicate Y/N if it has been determined that the student has a disability that adversely effects educational performance. This is used for field #8 on the DOE-EV. If no, the CCC concludes and the Notice of Ineligibility is available. Select the primary eligibility area and optional secondary eligibility area(s).
7IEP.13.6	<i>IEP - Eligibility</i>	Enter the date that the student was determined eligible, in the case of an initial. Optional if student is new to system. This date ends the timer for the initial evaluation for field #7 on the DOE-EV.
7IEP.13.7	<i>IEP - Eligibility</i>	Document the rationale for the eligibility determination in a text box.
7IEP.13.8	<i>IEP - Eligibility</i>	Record the existence of special considerations. If special consideration exists, describe the need.
7IEP.13.9	<i>IEP - Eligibility</i>	Indicate if there are special considerations regarding limited English proficiency. Selecting yes leads to a text box prompt requiring a description of those needs.
7IEP.13.10	<i>IEP - Eligibility</i>	If the disability selected = BLV or DB, indicate if there are special considerations regarding instruction in or the use of Braille is needed. Selecting yes leads to a text box prompt requiring a description of those needs.
7IEP.13.11	<i>IEP - Eligibility</i>	If the disability selected = DHH or DB, indicate if there are special considerations related to the language and communication needs of the student. Selecting yes leads to a text box prompt requiring a description of those needs.
7IEP.13.12	<i>IEP - Eligibility</i>	Indicate if the student's behavior impedes the learning of the student or others. Selecting yes prompts for the

CODE	COMPONENT	COMPONENT ACTION
		<p>components of a behavior plan.</p> <ul style="list-style-type: none"> • Behavior that impeded his or her learning or the learning of others. • Functions of the behavior • Positive strategies/instructional experiences
7IEP.13.13	<i>IEP - Eligibility</i>	If goals or services are required to address the consideration, link to those sections.
7IEP.13.14	<i>IEP - Eligibility</i>	If purpose = manifestation determination, record the alleged misconduct and action taken in lieu of 7IEP13.8.3
7IEP.13.14.1	<i>IEP - Eligibility</i>	Indicate if “The conduct in question was caused by, or had a direct and substantial relationship to the student’s disability.”
7IEP.13.14.2	<i>IEP - Eligibility</i>	Indicate if “The conduct in question was the direct result of the public agency’s failure to implement the students individualized education program.”
7IEP.13.14.3	<i>IEP - Eligibility</i>	View the statement: “The conduct has been determined to be a manifestation of the student’s disability” if both or either statements are yes. This statement also prints on the Notice of Implementation.
7IEP.13.14.4	<i>IEP - Eligibility</i>	View the statement: “The conduct has been determined NOT to be a manifestation of the student’s disability and therefore disciplinary procedures apply to the student. The student will continue to receive appropriate services.” if both statements are no. This statement also prints on the Notice of Implementation.
7IEP.13.14.5	<i>IEP - Eligibility</i>	Enter additional findings regarding manifestation determination in a text box.
7IEP.13.15	<i>IEP - Eligibility</i>	Select if a Functional Behavior Analysis / Behavior Intervention Plan is indicated at this time. If no, this section is complete. If manifestation = yes, this section is required.
7IEP.13.16	<i>IEP - Eligibility</i>	Upload behavior intervention plan, if desired.
7IEP.14.1	<i>IEP - Outcomes</i>	View and Record information driven by selections on the purpose page regarding postsecondary outcomes and state assessment.
7IEP.14.1.1	<i>IEP - Outcomes</i>	If purpose = transition IEP, enter findings of age-appropriate assessments and statement that post secondary goal was reviewed. This is used for Indicator 13 monitoring.

CODE	COMPONENT	COMPONENT ACTION
7IEP.14.1.2	<i>IEP - Outcomes</i>	If purpose = transition IEP, select y/n if there is evidence that Independent Living Goals are not applicable. If yes, document evidence in a text box in lieu of goal for independent living.
7IEP.14.1.2	<i>IEP - Outcomes</i>	If purpose = transition IEP, enter post secondary goal statement for three areas: 1. Regarding employment after high school, I will: 2. Regarding education and training after high school, I will: 3. Regarding independent living skills, I will:
7IEP.14.1.3	<i>IEP - Outcomes</i>	If purpose = transition IEP, enter anticipated date of exit from high school or extended secondary services.
7IEP.14.2	<i>IEP - Outcomes</i>	Select graduation option: 1. Student will pursue a high school diploma (View on screen: <i>Therefore, the student's academic goals will be the same as non-disabled peers at grade-level or will generally be aligned to grade level curriculum.</i>) 2. Student will pursue a certificate of completion (View on screen: <i>Therefore the student's goals and objectives are generally prerequisites to grade-level academics or are highly individualized extensions to the standards.</i>)
7IEP.14.3	<i>IEP - Outcomes</i>	Select state assessment based on settings of expected high school outcomes. Link to alternate assessment options (ISTAR), administrative reports, and student level exiting reports.
7IEP.14.3.1	<i>IEP - Outcomes</i>	Select from one of the following: 1. Student does not attend an accredited school and will not participate in statewide assessment. 2. Student will not yet be in grade 3. 3. Student attends an accredited school and will be in grades 3-8. 4. Student will be in high school.
7IEP.14.3.2	<i>IEP - Outcomes</i>	If #3, indicate assessment participation by subject. (ISTEP+, ISTEP+ with accommodations, and IMAST if student is pursuing a HS diploma. ISTAR-AC, and ISTAR-IF if student is pursuing a certificate of completion.) Other options include: Student has participate in state assessments prior to this year. For IMAST and ISTAR, the question should read, "Student has met the criteria to participate in..."
7IEP.14.3.3	<i>IEP - Outcomes</i>	If #4, indicate assessment participation by subject. (ECA or ECA with accommodations a HS diploma. ISTAR-AC, and ISTAR-IF if student is pursuing a

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CODE	COMPONENT	COMPONENT ACTION
		certificate of completion.) Other options include: “Student has participate in state assessments prior to this year”; or “The tested course is not yet in the student’s course of study.” For IMAST and ISTAR, the question should read, “Student has met the criteria to participate in...”
7IEP.14.3.4	<i>IEP - Outcomes</i>	If #3 or #4, and pursuing a HS diploma view four accommodation questions per subject area that match the ISTEP+ manual. If yes, is selected for any of the four, select accommodation options to become available under services and to be included in an administrative report for ISTEP+ administration.
7IEP.14.3.5	<i>IEP - Outcomes</i>	Record plans for participation in other local and national testing in a text box.
7IEP.14.3.6	<i>IEP - Outcomes</i>	Record rationale for testing decision in a text box.
7IEP.14.3.7	<i>IEP - Outcomes</i>	If purpose = exit from secondary, respond to two questions, used for the Summary of Performance report: 1. The following accommodations, modifications, and/or assistive technology have been most helpful to me. 2. The following will help me be successful after graduation. View/Print Summary of Performance report in English or Spanish and access from student records.
7IEP.15.1	<i>IEP - Goals</i>	View Indiana standards from a dynamic link to the standards database. Search the library of standards using keywords. Select standards to associate with each goal
7IEP.15.2	<i>IEP - Goals</i>	View goals from last finalized IEP. Select any past goals to include/modify in new IEP.
7IEP.15.3	<i>IEP - Goals</i>	Record title of goal, present levels, needs, annual goal statements, objectives/benchmarks, and method and instrumentation for measuring progress, target, timeframe and optional graphing methods.
7IEP.15.4	<i>IEP - Goals</i>	Tag to postsecondary goals from <i>Outcomes</i> if purpose = transition IEP.

CODE	COMPONENT	COMPONENT ACTION
7IEP.15.5	<i>IEP - Goals</i>	<p>Select progress monitoring designs, including rubric designs provided within the Learning Connection, and enter variables to create graphs. Designs include:</p> <ol style="list-style-type: none"> 1. Descriptive documentation 2. Single point <ol style="list-style-type: none"> a. metric (text that makes vertical axis) b. initial value and date c. target value and date d. frequency of measurement from pull down 3. Single rubric <ol style="list-style-type: none"> a. 6 rubric criteria makes vertical axis, 0-100% b. initial criteria and date c. target criteria and date d. frequency of measurement from pull down 4. Collection of indicators <ol style="list-style-type: none"> a. identification of specific standard or set of standards to measure b. optional definition of rubric criteria for each standard or use of default rubric c. may use custom rubrics from library (7IEP.15.5.1) d. vertical axis is total value of all standards, 0 – 100% e. initial percentage and date f. target percentage and date g. frequency of measurement (daily, biweekly, weekly, monthly, unspecified)
7IEP.15.5.1	<i>Rubric Library</i>	Create a rubric with multiple rows and columns.
7IEP.15.5.2	<i>Rubric Library</i>	Attach standards to a rubric
7IEP.15.5.3	<i>Rubric Library</i>	Format the rubric using preset column values
7IEP.15.5.4	<i>Rubric Library</i>	Print rubrics
7IEP.15.5.5	<i>Rubric Library</i>	Publish rubrics to individuals and groups of users
7IEP.16	<i>IEP - Provisions</i>	Enter services that will be provided under eleven required categories including details like timelines, descriptions and rationale.
7IEP.16.1	<i>IEP - Provisions</i>	Enter transition services, if purpose = transition IEP. This includes description of service, person responsible, which postsecondary goal(s) is/are supported, and date of completion.
7IEP.16.2	<i>IEP - Provisions</i>	If purpose = transition IEP, document written information presented to the parent and student regarding available adult services provided through state and local agencies and other organizations to facilitate student movement from the public agency to adult life.

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CODE	COMPONENT	COMPONENT ACTION
7IEP.16.3	<i>IEP - Provisions</i>	Add special education services. Each record will contain a description of the service, initiation date (mm/dd/yyyy), frequency, length, duration (date), location, and postsecondary goal supported (if purpose=transition IEP)
7IEP.16.4	<i>IEP - Provisions</i>	Add related services. Each record will contain a description of the service, initiation date (mm/dd/yyyy), frequency, length, duration (date), location, and postsecondary goal supported (if purpose=transition IEP)
7IEP.16.5	<i>IEP - Provisions</i>	View accommodations selected for IMAST, ISTEP+ or ECA state assessments. Add additional accommodations as text.
7IEP.16.6	<i>IEP - Provisions</i>	Indicate whether the student's transit time and transportation needs are the same as that of non-disabled peers. If NO, describe and justify needs in text box. Indicate if special transportation arrangements are necessary, to alert an account designated for transportation (3LA.10.3).
7IEP.16.7	<i>IEP - Provisions</i>	Indicate whether the student needs instructional materials provided in an accessible format in order to receive a free and appropriate public education. If yes, describe the environments, tasks, tools, and services related to the provision of accessible instructional materials. Complete a NIMUS order form to alert the Digital Rights Manager (3LA.10.7)
7IEP.16.8	<i>IEP - Provisions</i>	Indicate whether the student needs assistive technology. If yes, describe the technology required.
7IEP.16.9	<i>IEP - Provisions</i>	Indicate whether the student needs extended school year by selecting one or more of three reasons. The choice will be reflected in the CCC report as a statement directing the inclusion of this information in the services documentation.
7IEP.16.10	<i>IEP - Provisions</i>	Indicate whether support is needed to provide personnel with the knowledge and skills necessary to implement the student's IEP. If so, document the types of supports that will be provided and the general intent of the supports.
7IEP.16.11	<i>IEP - Provisions</i>	Indicate whether program modifications are needed to enable the student to advance appropriately toward attaining the annual goals, to be involved in and make progress in the general education curriculum, to participate in extracurricular and other nonacademic activities or to be educated or participate with other students with disabilities and non-disabled students. If so, document the modifications that will be provided.

CODE	COMPONENT	COMPONENT ACTION
7IEP.16.12	<i>IEP - Provisions</i>	Describe when periodic reports on the progress the student is making toward meeting the annual goals will be provided.
7IEP.16.13	<i>IEP - Provisions</i>	Describe the rationale for providing these services and supports as well as describing reasons for rejecting other options.
7IEP.16.14	<i>IEP - Provisions</i>	If purpose is not initial, indicate whether the IEP has been revised or extended to require additional services. If yes, a Medicaid form will print with the CCC report for signature capture.
7IEP.17	<i>IEP - Placement</i>	Select placement codes and respond to series of prompts addressing where the student will receive services.
7IEP.17.1	<i>IEP - Placement</i>	Provide course of study as an upload or as a text entry.
7IEP.17.2	<i>IEP - Placement</i>	Identify least restrictive environment code from one of two lists depending on age of student on next December 1. Record additional descriptors of the LRE.
7IEP.17.3	<i>IEP - Placement</i>	Describe the reasons for placement determination including the other options considered and reasons these options were rejected.
7IEP.17.4	<i>IEP - Placement</i>	Indicate student's participation on five variables. If participation is not possible, state the exceptions and provide the rationale. These questions are: 1. The student will be able to participate in all educational programs and activities available to non-disabled peers. 2. The student will be able to participate in all non-educational and extracurricular activities available to non-disabled peers. 3. The user will participate in the general physical education program that is available to non-disabled peers. 4. The student will be educated in the school he/she would attend if not disabled. 5. The length of the instructional day will be the same as the instructional day of non-disabled peers.
7IEP.17.5	<i>IEP - Placement</i>	Indicate school of legal settlement from a drop-down. Indicate school of service from a drop-down which includes the option of other and a text box. Describe additional program information in a text box.
7IEP.18.1	<i>IEP - File</i>	Confirm participants from invite list, remove participants not in attendance or edit names for those positions that are required, add additional attendees, and set access level to record per participant.
7IEP.18.2	<i>IEP - File</i>	Verify conference record is complete and view/print

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CODE	COMPONENT	COMPONENT ACTION
		missing components. (There are approximately 100 rules to check before finalizing.)
7IEP.18.3	<i>IEP - File</i>	Enter dates IEP will be in effect.
7IEP.18.4	<i>IEP - File</i>	View/Print draft.
7IEP.18.5	<i>IEP - File</i>	Finalize file to stored as a .pdf.
7IEP.18.6	<i>IEP - File</i>	Collect electronic signatures or print/scan : Notice of sufficient data Medicaid billing Notice of Implementation Notice of Initial Provision of Services Rejection of FAPE and release of records

Service Plan Component

The **Service Plan** is like an IEP only it is used for students who do not attend a public school and are therefore are not entitled to the same degree of services that are provided to a public school student. Therefore, the **Service Plan** component looks and behaves similarly to the IEP but only a limited set of fields are required in order for a **Service Plan** to be complete.

CODE	COMPONENT	COMPONENT ACTION
8SP.1	<i>Service Plan</i>	Open a service plan as a new file or as a copy of a completed IEP.
8SP.2	<i>Service Plan</i>	Complete required subcomponents of the IEP: <ul style="list-style-type: none"> • <i>Present levels</i> • <i>School outcomes</i> • <i>State Assessment</i> • <i>Goals: needs</i> • <i>Goals: set goals</i> • <i>Provisions: special education services</i> • <i>Provisions: aids/supports</i> • <i>Provisions: support to personnel</i> • <i>Provisions: timeline</i> • <i>Placement: LRE of 56</i> • <i>Placement: Program info (capture nonpublic #)</i> • <i>All other components are optional</i>
8SP.3	<i>Service Plan</i>	Finalize service plan with options to print or view in the student records.

Progress Monitoring Component

Once an IEP has been written, it is the responsibility of school personnel to monitor the progress of students on the annual goals contained within the IEP. The **Progress Monitoring** component uses the parameters established the IEP and allows the entry of data regularly to chart student progress. The **Progress Monitoring** component requires the establishment of a caseload so that the educator can find the student's record and add to it over time.

As a use case example, consider a student that struggles with getting to class on time due to his disability. Baseline data shows that the student is tardy to his classes on the average of four times a day, or he is on time at the start of class only 50% of the time. In the IEP meeting, it is decided that the school personnel will provide support in helping the student get organized and follow reminders of time. A goal is set that the student will be on time to every class each day.

Once that IEP is finalized, this goal (among other goals from the meeting) will be monitored regularly. The teacher will find the student's progress monitoring record in the system and add a new percentage score each week. The student and the teacher can see how the graph of progress changes as the student's performance improves. A report is printed of all of the student's progress data to be sent home periodically.

CODE	COMPONENT	COMPONENT ACTION
9PM.1	<i>Progress Monitoring</i>	Retrieve goal contents and graphing parameters of the goal sheets from finalized IEPs
9PM.2	<i>Progress Monitoring</i>	Access only IEPs that are finalized and in effect currently or within the past year to allow for data entry following the conclusion of an IEP while a new one has started.
9PM.3	<i>Progress Monitoring</i>	Select from a collection of goals in place for the IEP identified. View progress monitoring design method, (7IEP15.5) annual goal statement, baseline, target and goal line.
9PM.4	<i>Progress Monitoring</i>	Enter data to update progress by adding entries or points to a graph, annotations, and fidelity notes.
9PM.4.1	<i>Progress Monitoring</i>	If the method selected is “Descriptive” , Record observations and data related to progress on goal.
9PM.4.2	<i>Progress Monitoring</i>	If the method selected is “Single Point” , Enter a value based on the metric established in the goal and fidelity notes.
9PM.4.3	<i>Progress Monitoring</i>	If the method selected is “Single Rubric” , View rubric from goal and Enter a rating.
9PM.4.4	<i>Progress Monitoring</i>	If the method selected is “Collection” , Enter a value or a rating based on the metric established in the goal and fidelity notes.
9PM.5	<i>Progress Monitoring</i>	Set date range and view assessment history for each goal, the date of the entry, user name, value, and notes if any.

CODE	COMPONENT	COMPONENT ACTION
9PM.6	<i>Progress Monitoring</i>	Print progress report graphs and tables based on a menu of options. Print individual reports or a set of reports for a number of individuals.
9PM.7	<i>Progress Monitoring</i>	View previous ratings per tagged Indiana standards

Individualized Healthcare Plan (IHP) Component

The **Individualized Healthcare Plan** is designed to guide related service providers, particularly school health personnel and therapists, through the process of needs assessment, diagnosis, goal setting, interventions, progress monitoring and reporting. Much of the architectural undergirding mimics the IEP process. Some of the fields in the IHP are identical to fields in the IEP and should be able to be pulled into the IEP if an IHP exists. “Health Services” are a category of “related services” in the IEP as well as being related to the requirement to record necessary support and training for school personnel.

In terms of a use case example, the school health care provider is participating in a case conference committee meeting to formulate an IEP for a student with significant health needs. She has an account and establishes or updates an IHP for the student in preparation for this meeting. To do this, she collects the necessary information and develops a plan for the services that the student needs and the training that the staff will require. Work that has already been done in the last finalized IEP will integrate with the health care provider’s IHP. As the health care provider fills in relevant fields through her interface, these fields fill the correlating fields in the open IEP. When the IEP is finalized, it accepts the input and locks it into the .pdf that serves as a record of the conference.

CODE	COMPONENT	COMPONENT ACTION
10H.1	<i>IHP</i>	Add student records to IHP caseload
10H.2	<i>IHP</i>	Add contact information specific to the IHP <ul style="list-style-type: none"> • Student information (interface with STN database) • Family Contact Information (interface with guardian database) • Health and Community Providers
10H.3	<i>IHP</i>	Add data specific to a health care provider assessment and diagnosis <ul style="list-style-type: none"> • Medical Diagnosis • Health History • Physical Assessment • School Safety
10H.4	<i>IHP</i>	Record baseline data and set outcome targets and interventions

CODE	COMPONENT	COMPONENT ACTION
10H.5	<i>IHP</i>	Record Healthcare Practitioner/Specialist Interventions <ul style="list-style-type: none"> • Recommendations • Related Services (interface with IEP) • Support and Training (interface with IEP) • Emergency Plan (Interface with IEP)

Reports Component

The **Reports Component** provides users with a set of canned reports as well as ad hoc and on-demand reporting and database queries. Users should have access to appropriate data based on user roles and be able to run reports on such data. Querying of the database and report generation must allow simultaneous multi-user access and processing. Third party reports should be print friendly, exportable, and support drill-down capabilities at the administrative level. Some reports within processes are draft while others are final .pdfs to become historical.

CODE	COMPONENT	COMPONENT ACTION
11R.1	<i>Reports</i>	Print reports from each component based on multiple selections. If a section is not required, the heading of that section does not print once finalized. Please view actual report formats at (http://www.doe.in.gov/exceptional/speced/istart7_materials.html)
11R.1.1	<i>Notice of Initial Evaluation</i>	<u>Conditions:</u> If Purpose = Initial and If Evaluation: Rationale = proposing <u>Source of Print Request:</u> Evaluation: Notice: Consent <u>Audience:</u> Parent, Evaluation Team <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> Yes <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> Yes <u>Archived for access:</u> Evidence of Compliance
11R.1.2	<i>Notice of Initial Evaluation Following Interventions</i>	<u>Conditions:</u> If Purpose = Initial and If Evaluation: Rationale = proposing <u>Source of Print Request:</u> Evaluation: Notice: Consent <u>Audience:</u> Parent, Evaluation Team <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> Yes <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> Yes <u>Archived for access:</u> Evidence of Compliance
11R.1.3	<i>Notice of Evaluation Refusal</i>	<u>Conditions:</u> If Evaluation: Rationale = refusing <u>Source of Print Request:</u> Evaluation: Notice: Consent <u>Audience:</u> Parent <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No

CODE	COMPONENT	COMPONENT ACTION
		<u>Could be captured with signature pad:</u> No <u>Requires collection:</u> No <u>Archived for access:</u> Evidence of Compliance
11R.1.4	Notice of Reevaluation	<u>Conditions:</u> Reevaluation = Yes and If Evaluation: Rationale = proposing <u>Source of Print Request:</u> Evaluation: Notice: Consent <u>Audience:</u> Parent, Evaluation Team <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> Yes <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> No, however, active refusal requires additional action <u>Archived for access:</u> Evidence of Compliance
11R.1.5	Notice of Sufficient Data	<u>Conditions:</u> Reevaluation = No <u>Source of Print Request:</u> Evaluation: Notice: Consent <u>Audience:</u> Parent <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> At least once every three years, acknowledgement would be good <u>Archived for access:</u> Evidence of Compliance
11R.1.6	Notice of Case Conference Committee Meeting	<u>Conditions:</u> If initiate tab is complete <u>Source of print request:</u> Initiate: Notice of CC: Print Notice of CC <u>Audience:</u> Parent, CCC members <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> Only to invite restricted individuals <u>Could be captured with signature pad:</u> Not likely to be used this way <u>Requires collection:</u> No, but helpful <u>Archived for access:</u> Student: CCC Report
11R.1.7	Consent to Excuse Participant	<u>Conditions:</u> Excusal selected on one or more participants in Initiate: Individuals Invited <u>Source of print request:</u> Initiation: Notice of CC: Print Notice of CC (Included in Notice) <u>Audience:</u> Parent <u>Requires hard copy for distribution:</u> Yes BLEND with Notice of CC <u>Requires consent:</u> Yes <u>Could be captured with signature pad:</u> No, printed for upload only because this is done prior to the meeting <u>Requires collection:</u> Yes <u>Archived for access:</u> Evidence of Compliance

CODE	COMPONENT	COMPONENT ACTION
11R.1.8	Notice of Initial Findings and Proposed Action	<u>Conditions:</u> If purpose = initial and If initiate tab is complete <u>Source of print request:</u> Initiate: Notice of CC: Print Notice of CC <u>Audience:</u> Parent, CCC members <u>Requires hard copy for distribution:</u> Yes Option to BLEND with Notice of CCC <u>Requires consent:</u> No <u>Could be captured with signature pad:</u> N/A <u>Requires collection:</u> No <u>Archived for access:</u> Student: CCC Report
11R.1.9	Notice of Initial Proposed IEP	<u>Conditions:</u> If purpose = Initial and Eligibility = yes <u>Source of print request:</u> File: finalize <u>Audience:</u> Parent, CCC team <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> Yes <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> Yes <u>Archived for access:</u> Student: CCC Report
11R.1.10	Notice of Ineligibility	<u>Conditions:</u> If Eligibility = no <u>Source of print request:</u> File: finalize <u>Audience:</u> Parent <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> No <u>Archived for access:</u> Student: CCC Report
11R.1.11	Notice of Implementation	<u>Conditions:</u> If Eligibility = no <u>Source of print request:</u> File: finalize <u>Audience:</u> Parent <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No, unless implementing immediately <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> No <u>Archived for access:</u> Dashboard: Student: CCC Report
11R.1.12	Rejection of Services in a Public School	<u>Conditions:</u> If Eligibility = no <u>Source of print request:</u> File: finalize <u>Audience:</u> Parent <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> No <u>Archived for access:</u> Dashboard: Student: CCC Report
11R.1.13	Service Plan Acknowledgement	<u>Conditions:</u> at end of service plan <u>Source of print request:</u> File: finalize <u>Audience:</u> Parent

CODE	COMPONENT	COMPONENT ACTION
		<u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> no <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> In order to implement a service plan, if accept services <u>Archived for access:</u> Student: CCC Report
11R.1.14	Billing Medicaid of Health-Related Services	<u>Conditions:</u> User can select “not applicable”. Therefore, it can always be presented. <u>Source of print request:</u> File: finalize <u>Audience:</u> Parent, Billing agent of the Public Agency <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No <u>Could be captured with signature pad:</u> Yes <u>Requires collection:</u> No <u>Archived for access:</u> Management
11R.1.15	Notice of Discontinuation of Special Education Services (Revocation)	<u>Conditions:</u> If Purpose= revocation and eligibility, parental concerns affirming intent to revoke is checked <u>Source of print request:</u> File: finalize <u>Audience:</u> Parent <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No <u>Could be captured with signature pad:</u> Yes, to revoke immediately <u>Requires collection:</u> No <u>Archived for access:</u> Student: CCC Report
11R.1.16	Summary of Performance	<u>Conditions:</u> If Purpose= exit from secondary <u>Source of print request:</u> Outcomes <u>Audience:</u> Student <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No <u>Could be captured with signature pad:</u> No <u>Requires collection:</u> No <u>Archived for access:</u> Student: SOP
11R.2	Reports	View reports that were generated within the IEP and evaluation processes as compliance evidence organized In the student record/retrieval.
11R.2.1	Attempts to arrange meeting	<u>Source of Print Request:</u> Initiate: Invited individuals <u>Audience:</u> Monitor <u>Requires hard copy for distribution:</u> Yes <u>Requires consent:</u> No, but is optional <u>Could be captured with signature pad:</u> No <u>Requires collection:</u> No, but can be <u>Archived for access:</u> Evidence of Compliance

CODE	COMPONENT	COMPONENT ACTION
11R.2.2	<i>Attempts to get parental consent</i>	<u>Source of Print Request:</u> <i>Evaluation: Notice: Consent Audience: monitor</i> <u>Requires hard copy for distribution:</u> <i>No</i> <u>Requires consent:</u> <i>No</i> <u>Could be captured with signature pad:</u> <i>No</i> <u>Requires collection:</u> <i>No</i> <u>Archived for access:</u> <i>Evidence of Compliance</i>
11R.2.3	<i>Attempts to evaluate</i>	<u>Source of Print Request:</u> <i>Evaluation</i> <u>Audience:</u> <i>monitor</i> <u>Requires hard copy for distribution:</u> <i>No</i> <u>Requires consent:</u> <i>No</i> <u>Could be captured with signature pad:</u> <i>No</i> <u>Requires collection:</u> <i>No</i> <u>Archived for access:</u> <i>Evidence of Compliance</i>
11R.3	<i>Reports</i>	Integrate internal and external data sources into reports.
11R.4	<i>Reports</i>	Save student reports in a secure directory by student
11R.5	<i>Reports</i>	Create aggregate reports for local views.

Service Records Component

The *Service Records Component* is similar to the *progress monitoring* component, in that the user will enter events that occur after the finalization of an IEP or an IHP. Particular to this component, an educator or health professional will log when a service is provided. In this way, data is collected that can be used to submit records for such things as Medicaid reimbursement.

As a use case scenario, an occupational therapist may see children 30 minutes at a time. Following therapy, she may open her service caseload and log or confirm the delivery of the service as planned in the IEP. This log is used to verify service delivery and to pass to a billing agency to submit to Medicaid for funding.

CODE	COMPONENT	COMPONENT ACTION
12S.1	<i>Service Record</i>	Create a caseload of students receiving a service.
12S.2	<i>Service Record</i>	Log data when service is provided as planned in the IEP or the IHP components
12S.3	<i>Service Record</i>	View, download and print files to be used for funding submissions, auditing, and monitoring

ARCHITECTURAL REQUIREMENTS

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The Architectural Requirements section must address each of the following in the given order:

1. Describe, in detail, the server hardware and software requirements?
2. Describe the preferred hosting method (i.e., Internal IDOE hosting or external hosting options).
3. Describe the client hardware and software requirements required.
4. Describe the scalability of the solution proposed, and what activities would be required to expand increased usage.
5. Describe the policies and practices used to ensure secure coding techniques.
6. Describe the policies and practices to ensure optimal system performance.
7. Describe the change control process the selected solution would utilize during implementation and post implementation of maintenance.
8. Describe approach to data migration activities.
9. If the proposed solution will be hosted by the IDOE, describe the transition plan.

WORK PLAN

The Work Plan must describe in detail the specific methods, tasks, and activities proposed to be undertaken in order to fulfill the scope of work described in this RFP. Any anticipated theoretical or practical problems associated with the completion of the project must be discussed. Solutions, alternatives, or contingency plans related to these problems must also be proposed if appropriate. Additionally, the Work Plan must include task initiation and completion schedules and respondent's proposed staff assignments. In addition the respondent shall list and identify subcontractors, if any, and delineate their role(s) in relation to the Work Plan. Describe the project management methodology that will be used through this implementation.

Provide a sample project plan with anticipated timelines.

PRIOR EXPERIENCE

The Prior Experience section must describe selected engagements for other clients involving services similar to those requested by this RFP, that were successfully performed by the respondent.

Include the name, address, and telephone number of the clients referenced in this section and the dates of prior experience.

REFERENCES

The respondent must supply three (3) references for this section. The references must be current and must identify the name of each organization, point of contact and telephone number. The references must include at least one (1) reference from a state department of education. The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

PERSONNEL

The Personnel section must include individual resumes for the personnel that are to be assigned to the project if the respondent is awarded the contract. Indicate the role or assignment that each individual is to have in this project. IDOE must be notified and must approve any changes to staff assignments after the contract award and for the duration of the contract period.

CORPORATE CAPABILITY

In the Corporate Capability section of the proposal, the respondent must clearly document the existence of adequate facilities or procedures for obtaining those facilities and competent personnel to successfully conduct the tasks called for in this RFP within all specified timelines. Corporate competence may be substantiated by providing evidence of credibility. This should describe selected engagements for other clients, involving services similar to those requested by this RFP that were successfully performed by the respondent.

OTHER RELEVANT INFORMATION

The Other Relevant Information section must describe in detail how the specific services provided by the respondent are unique from comparable offerings. In addition, any other information that may be relevant but does not fall into the above format which the respondent intends the Evaluation Committee to consider must be included in this section. In this section, the vendor should include any additional components that will be included in the vendor's proposed electronic IEP that were not articulated as specific requirements in this RFP. If additional components are included, the vendor must delineate these components in the Cost Information section.

PART II: COST INFORMATION

The Cost Information must detail the proposed cost associated with the completion of each requirement in the RFP as well as an overall total cost. Provide your cost proposal to the State by including a breakdown of all costs, including but not limited to the portion of vendor salaries being funded, consultants, supplies, etc. The Cost Information should be cross referenced to the Technical Information in order to facilitate the determination of costs associated with each of the requirements and activities.

Upfront costs, such as start-up or implementation costs must be separate from maintenance and support costs, technology upgrades and new feature enhancements. Be sure to include any software licensing costs of third party software used in the solution, if applicable.

MANDATORY CONTRACT PROVISIONS

Any contract resulting from this RFP will contain the **Mandatory Contract** provisions in **Exhibit A**. The State of Indiana requires that all business be done on the State contract template. Respondents should carefully review these provisions and promptly direct any questions to the State's single point of contact for this RFP. **Failure to adhere to these provisions may delay the contract and jeopardize the approval process.**

EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. **See Exhibit B for Minority and Women Business information.**

SUBCONTRACTORS

The vendor is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any vendor's proposal must identify all subcontractors and describe the contractual relationship between the vendor and

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each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the vendor must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the vendor and any or all subcontractors will be considered in the State's evaluation. The vendor must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the vendor must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The vendor must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the vendor of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The vendor must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1.

By submission of the proposal, the vendor acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. **See Exhibit B for Minority and Women Business information.**

BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the vendor's responsibility to confirm its Buy Indiana status for this portion of the process. If a vendor has previously registered its business with the Indiana Department of Administration (IDOA), go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Vendors may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Vendors that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

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Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a vendor needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out-of-state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

See Exhibit C to complete information related to Indiana Economic Impact.

TYPE AND TERM OF CONTRACT

IDOE may sign a contract with one respondent to fulfill the requirements of this RFP.

The term of the contract shall be for a period of two (2) years, concluding on September 10, 2012. There may be one (1) year renewals for a total of two (2) years at IDOE's option.

INTENT TO FILE

Before a respondent submits a response to this RFP, they will register their intent to do so with IDOE. These should be sent to the state's single point of contact for this RFP prior to or on May 7, 2010 at 4:00 p.m., ET.

RESPONSES

Please send the information requested above in a PDF or MS Word document to cummins@doe.in.gov. Please place "Response to RFP" in the subject line of the email.

Responses to this RFP are due by 4:00 P.M. ET on June 18, 2010. Late submissions will not be accepted; **no exceptions will be made.** The IDOE network clock is the official time for all solicitation submissions.

No more than one proposal per respondent may be submitted.

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The State's **Single Point of Contact** for this RFP is: **Linda Cummins**, Indiana Department of Education, cummins@doe.in.gov. **All questions or inquiries should be made via e-mail.**

Responses will be considered public information once an award decision is made. If this RFP does not result in a contract award, the responses are considered public once that decision is made.

EXHIBIT A

MANDATORY CONTRACT PROVISIONS

Any Contract resulting from this RFP will use the following template; however, the Indiana Department of Administration reserves the right to modify or amend this as necessary.

This Contract (“this Contract”), entered into by and between _____ (the “State”) and _____ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Contractor shall provide the following services relative to this Contract:

2. Consideration

The Contractor will be paid at the rate of _____ for performing the duties set forth above. Total remuneration under this Contract shall not exceed _____.

3. Term

This Contract shall be effective for a period of _____. It shall commence on _____ and shall remain in effect through _____.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

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6. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

The following clause should be used as an alternative if Federal funds are passed through to a sub recipient.

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

7. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

8. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws

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A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:

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(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

12. Continuity of Services

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

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1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

13. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

14. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

15. Disputes

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

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- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- C. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
1. The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party, may submit the dispute to an Indiana court of competent jurisdiction.
 2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

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This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

18. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance

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exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

22. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

23. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance (Deleted by agreement of the parties)

25. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

26. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

27. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

28. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women's Enterprises Division of IDOA.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or</u>
<u>SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>	

(Write the word, "NONE," on the line below, unless we have official certification information)

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

29. Nondiscrimination

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

If federal funding is involved with the contract, you must include the following stipulated language.

The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors agree to comply with requisite affirmative action

RFP: Indiana Statewide Electronic IEP System requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

30. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

(Include contact name and/or title, name of agency, specific address.)

B. Notices to the Contractor shall be sent to:

(Include contact name and/or title, name of vendor, specific address.)

C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

31. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) RFP#_____, (4) Contractor's response to RFP#_____, and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

32. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

33. Payments

A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

If payment in advance is made for maintenance of equipment or software, then use the following paragraph “B.”

B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. All accounts will be closed sixty (60) days after the Expiration Date of this Contract Agreement. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

D. The Contractor agrees to abide by the Contract Budget; except that, subject to written approval of the State Project Director, budget line item amounts may be transferred to other Contract budget line items. The maximum amount that may be transferred from any one Contract budget line item is equal to ten percent (10%) of the original budget line item amount.

34. Penalties/Interest/Attorney’s Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State’s failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

35. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

36. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

Use the following paragraph, if you are allowing for a price increase:

This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term

RFP: Indiana Statewide Electronic IEP System

of the original contract. Any subsequent renewal to this Contract may include an increase of up to _____ percent at the sole discretion of the State.

37. Security and Privacy of Health Information. The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

38. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

39. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

40. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

41. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

42. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;

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2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

43. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

44. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

45. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request

46. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the March 2008 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____

Indiana Department of Education

Department of Administration

By: _____ (for)

_____ (for)

Printed Name: Dr. Tony Bennett

Mark W. Everson, Commissioner

Title: Superintendent of Public Instruction

Date: _____

Date: _____

State Budget Agency

**APPROVED as to Form and Legality:
Office of the Attorney General**

_____ (for)

_____ (for)

Christopher A. Ruhl, Director

Gregory F. Zoeller, Attorney General

Date: _____

Date: _____

EXHIBIT B

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
COMMITMENT FORM**

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at www.buyindiana.in.gov.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.buyindiana.in.gov
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State will deny evaluation points if the letter(s) is attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

RFP: Indiana Statewide Electronic IEP System

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP# _____

DUE DATE: _____

TOTAL BID AMOUNT: _____

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:	Contact Person:		
Address:	E-mail:		
Sub-Contract Amount:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: ()</td> <td style="width: 50%;">Fax Number: ()</td> </tr> </table>	Telephone Number: ()	Fax Number: ()
Telephone Number: ()	Fax Number: ()		
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:		
Provide approximate dates when Sub-Contractor will perform on this project:			

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:	Contact Person:		
Address:	E-mail:		
Sub-Contract Amount:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: ()</td> <td style="width: 50%;">Fax Number: ()</td> </tr> </table>	Telephone Number: ()	Fax Number: ()
Telephone Number: ()	Fax Number: ()		
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:		
Provide approximate dates when Sub-Contractor will perform on this project:			

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title

☐ Please check if additional forms are attached.
 Page _____ of _____

**FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED
LETTERS OF COMMITMENT.**

RFP: Indiana Statewide Electronic IEP System
EXHIBIT C

See Excel document.